

0150-13003- 0001

TRANSMITTAL

TO The City Council	DATE 09/16/2025	COUNCIL FILE NO. 21-1015-S7
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Contract with Agency M Media, LLC and
Amendment to the Memorandum of Understanding with the Los Angeles County**

Transmitted for your consideration.
See the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macías for)

MWS:JLJ02260029c

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: September 12, 2025

CAO File No. 0150-13003-0001

Council File No. 21-1015-S7

Council District: Citywide

To: The Mayor

From: *for* Matthew W. Szabo, City Administrative Officer 

Reference: Community Investment for Families transmittal dated August 4, 2025; Received by the City Administrative Officer on August 5, 2025; Additional information received through September 12, 2025

Subject: **REQUEST FOR AUTHORITY TO EXECUTE A CONTRACT WITH AGENCY M MEDIA, LLC FOR THE KNOW YOUR RIGHTS CAMPAIGN AND TO AMEND THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY**

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

1. Note and file the Community Investment for Families Department (CIFD) report dated August 4, 2025;
2. Authorize the CIFD General Manager or designee to:
 - a. Negotiate and execute a contract with Agency M Media, LLC from September 1, 2025 through December 31, 2025 for an amount not to exceed \$55,000 to provide marketing support for the Know Your Rights campaign, subject to the review of the City Attorney as to form, funding availability, and compliance with the City's contracting requirements and grant guidelines;
 - b. Retroactively amend and reinstate the Memorandum of Understanding (MOU) with the Los Angeles County, Department of Consumer and Business Affairs, Office of Immigrant Affairs for the implementation of the Local Immigrant Integration and Inclusion Grant program to extend the MOU term for six months through December 31, 2025;
3. Request the City Controller to:
 - a. Establish new accounts and reappropriate funds within the CIFD Miscellaneous Grants and Awards Fund No. 65G/21 as follows:

From:

Account No.	Account Name	Amount
21A121	Community Investment for Families	\$ 72,964.44
21A299	Reimbursement of General Fund Costs	25,689.78
Total		\$ 98,654.22

To:

Account No.	Account Name	Amount
21C121	Community Investment for Families	\$ 72,964.44
21C299	Reimbursement of General Fund Costs	25,689.78
Total		\$ 98,654.22

- b. Increase appropriations within the CIFD Fund No. 100/21 (Fund No. 65G/21, Account No. 21C121) to align budgetary appropriations with available grant funds as follows:

Account No.	Account Name	Amount
001010	Salaries General	\$ 29,414.88
001090	Overtime General	4,162.14
003310	Transportation	2,000.00
006010	Office and Administrative	37,387.42
Total		\$ 72,964.44

- c. Disencumber up to \$2,327.68 in Fiscal Year 2024-25 encumbered balances for Contract No. C-143996 with Continental Interpreting Services Inc. (SC CO25143996M) within the CIFD Fund No. 100/21, Account No. 003040, Contractual Services, process the early reversion of the disencumbered amount to the CIFD Miscellaneous Grants and Awards Fund No. 65G/21, and appropriate therefrom into the same account in the same amount;
- d. Disencumber up to \$38,352.08 in Fiscal Year 2024-25 encumbered balances for Contract No. C-143391 with Focus Language International, Inc. (SC CO25143391M), within the CIFD Fund No. 100/21, Account No. 003040, Contractual Services, process the early reversion of the disencumbered amount to the CIFD Miscellaneous Grants and Awards Fund No. 65G/21, and appropriate therefrom into the same account in the same amount;
- e. Disencumber up to \$16,601.13 in Fiscal Year 2024-25 encumbered balances for General Services Department Publishing Services (GAEID ID250000001), within the CIFD Fund No. 100/21, Account No. 002120, Printing and Binding, process the early reversion of the disencumbered amount to the CIFD Miscellaneous Grants and Awards Fund No. 65G/21, and appropriate therefrom into the same account in the same amount;

- f. Disencumber up to \$888.91 in Fiscal Year 2024-25 encumbered balances for T- Mobile (CPO 250000470983), within the CIFD Fund No. 100/21, Account No. 006010, Office and Administrative, process the early reversion of the disencumbered amount to the CIFD Miscellaneous Grants and Awards Fund No. 65G/21, and appropriate therefrom into the same account in the same amount;
- g. Increase and reduce appropriations within the CIFD Fund No. 100/21 (Fund No. 65G/21, Account No. 21C121) to align budgetary appropriations with anticipated grant expenditures:

Account No.	Account Name	Amount
001090	Overtime General	\$ (2,200.00)
002120	Printing and Binding	4,637.76
003040	Contractual Services	14,320.24
003310	Transportation	(2,000.00)
006010	Office and Administrative	(14,758.00)
	Total	\$ 0.00

- 4. Authorize the CIFD General Manager or designee to prepare Controller instructions and/or make technical adjustments as necessary to implement the actions approved by the Mayor and Council, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions.

SUMMARY

The Community Investment for Families Department (CIFD) requests authority to execute a contract with Agency M Media, LLC for an amount not to exceed \$55,000 and a four-month term from September 1, 2025 through December 31, 2025 to provide marketing support for the Know Your Rights campaign. The CIFD also requests to extend the Memorandum of Understanding (MOU) with the County of Los Angeles (County) by six months through January 31, 2026 with a performance period through December 31, 2025 to continue the Local Immigrant Integration and Inclusion Grant (LIIG) program and align with the County’s grant term with the California Governor’s Office of Business and Economic Development (GO-Biz). The CIFD also requests to make adjustments to its budgetary appropriations to align with the anticipated grant expenditures.

On November 19, 2024, the City Council approved the acceptance of a \$471,000 subrecipient award from the County for the LIIG program and authorized the CIFD to execute an MOU with the County to implement the LIIG program to provide immigrant integration and inclusion services for a one-year term from July 1, 2024 through June 30, 2025. On May 23, 2025, the grant agreement between the County and the GO-Biz was amended to extend the grant performance period through December 31, 2025 to complete grant activities and the grant term through January 31, 2026 for closeout.

The purpose of the LIIIG program is to support the development or expansion of immigrant integration efforts, increase community trust, and enhance the organizational capacity of local governments to support the immigrant population in California. Eligible activities under the program include: 1) Economic Development; 2) Social Services Navigation; 3) Intergovernmental Technical Assistance; and 4) Civic Engagement.

The CIFD launched a citywide community outreach effort, the Know Your Rights campaign, to ensure immigrant Angelenos are aware of their legal rights and available resources. The CIFD together with the Civil + Human Rights and Equity Department (CHRED) and the Los Angeles Public Library have successfully completed the following:

- Red Cards Translation and Distribution: pocket-size cards to provide guidance to individuals during encounters with immigration enforcement
- Know Your Rights for Non-Profits Presentation: training for community-based organizations to provide information on rights and responsibilities during an encounter with immigration enforcement
- Staff Training: training at a Department of Recreation and Parks staff meeting to increase awareness for staff that directly interact with the public
- Interagency Collaboration: meetings with the County, philanthropic partners, the Los Angeles Unified School District, and other agencies for immigrant services coordination and sharing of information
- Ongoing Resource Development and Review Support: work with departments for review, feedback, and translation of resource documents

The CIFD and CHRED are also combining efforts for the Know Your Rights campaign with the I Belong, You Belong, We Belong campaign to further promote inclusion, belonging, and solidarity.

In response to the increase in anti-immigration measures and concerns among the City's immigrant communities, the CIFD proposes to engage an existing contractor, Agency M Media, to expand the Know Your Rights campaign through marketing support. In March 2024, the CIFD conducted a Request for Proposals (RFP) process for marketing and outreach services for the City's OpportunityLA Children's Savings Account Program and the State California Kids Investment and Development Savings (CalKIDS) Program. Subsequently, CIFD executed a one-year contract (C-146248) with Agency M Media for the marketing and outreach services. Due to the critical need and urgency for immigration rights and resources awareness, the CIFD requests to utilize the RFP process to execute a new four-month contract with Agency M Media, LLC to provide marketing support for the Know Your Rights campaign. The City Attorney agrees it is appropriate to use the RFP process since the proposed Scope of Work is similar to the services provided for the OpportunityLA and CalKIDS programs.

The Agency M Media, LLC will develop, produce, and distribute outreach and advertising materials and strategies to include the following:

- Multilingual toolkits, flyers, posters in both print and digital formats
- Targeted messaging
- Updates to the campaign website and materials
- Various forms of advertising including bus shelter/bench ads
- Social media content to expand digital outreach especially towards the youth

Pursuant to Charter Section 1022, the Personnel Department determined that there are City classifications that can perform duties required to promote the Know Your Rights Campaign. The Personnel Department noted that the CIFD staff is fully deployed and unable to take on additional tasks. This Office determined that it is more feasible to contract due to insufficient existing City staff to perform the work, work is of limited duration, and additional staff cannot be deployed or trained in a timely manner.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The proposed grant activities will be fully funded by the Local Immigrant Integration and Inclusion Grant funds. No matching funds are required

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that grant funds will be used for grant-eligible activities.

MWS:JLJ:02260029c

Attachment



**COMMUNITY
INVESTMENT
FOR FAMILIES
DEPARTMENT**
Paths to Prosperity



KAREN BASS, MAYOR
ABIGAIL R. MARQUEZ, GENERAL MANAGER

August 4, 2025

Council File: [21-1015-S7](#)
Council District: All
Contact Persons and Phone Numbers:
Ivy Daulo (213) 526-7161
Jacqueline Rodriguez (213) 564-7950

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012
Attn: Legislative Coordinator

TRANSMITTAL: REQUEST AUTHORITY TO EXECUTE CONTRACT WITH AGENCY M MEDIA, LLC FOR THE KNOW YOUR RIGHTS CAMPAIGN AND TO AMEND THE TERM OF THE CURRENT MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS, OFFICE OF IMMIGRANT AFFAIRS FOR THE GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT LOCAL IMMIGRANT INTEGRATION AND INCLUSION GRANT UNTIL DECEMBER 31, 2025.

SUMMARY

Through this transmittal, the Community Investment for Families Department (CIFD) requests authority to execute a contract with Agency M Media, LLC for the Know Your Rights Campaign and to amend the term in the current Memorandum of Understanding (MOU) with the County of Los Angeles Department of Consumer and Business Affairs, Office of Immigrant Affairs (DCBA-OIA). The extension will extend the grant period to December 31, 2025. As a subrecipient, CIFD received DCBA-OIA's approval for this no-cost extension, which includes both the expenditure and extended timeline. This requires modifications to the appropriated funds from actions approved under Council File (C.F.) 21-1015-S7.

The Governor's Office of Business and Economic Development (Go-Biz) - Local Immigrant Integration And Inclusion (LIIG) Initiative provides one-time funding to support the development or expansion of immigrant integration efforts, increase community trust, and enhance the organizational capacity of local governments to support immigrant populations in California.

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

- I. **AUTHORIZE** the General Manager of CIFD, or designee, to negotiate and execute a contract with Agency M Media, LLC to provide marketing support for the Know Your Rights campaign for an amount not to exceed \$85,000 and for a contract term of September 1, 2025 through December 31, 2025, subject to the review and approval of the City Attorney as to form and legality, as well as to compliance with City contracting requirements and grant guidelines, and contingent on available funding.
- II. **AUTHORIZE** the General Manager of CIFD, or designee, to revive, reinstate and amend the expired Memorandum of Understanding (MOU) with the County of Los Angeles, Department of Consumer and Business Affairs, Office of Immigrant Affairs (DCBG-OIA) for the GoBiz grant to extend the term of the MOU through December 31, 2025, subject to the review and approval of the City Attorney as to form.
- III. **AUTHORIZE** the City Controller to:
 - a. Establish two new accounts in Fund 65G CIFD Miscellaneous Grants and Awards Fund, Account No. 21C121 Community Investment for Families (FY 2025-26) and Account No. 21C299 Reimbursement of General Fund Costs (FY 2025-26);
 - b. Reappropriate up to \$132,828.15 from the FY 2024-25 unencumbered balance in Fund 100/Department 21, (Fund 65G/Department 21, Account 21A121) to the following accounts in Fund 100/Department 21 FY 2025-26 (Fund 65G/Department 21, Account 21C121):

Account	Account Name	Amount
001010	Salaries, General	\$27,108.79
001090	Overtime	\$7,221.83
002120	Printing & Binding	\$13,801.13
003040	Contractual Services	\$84,679.76
006010	Office and Administrative	\$16.64
	TOTAL:	\$132,828.15

- c. Decrease appropriations in the amount of \$18,437.52 Fund 65G CIFD Miscellaneous Grants and Awards Fund, Account No. 21A299 Reimbursement of General Fund Costs (FY 2024-25) and increase appropriations for the same amount to Fund 65G CIFD Miscellaneous Grants and Awards Fund, Account No. 21C299 Reimbursement of General Fund Costs (FY 2025-26) for indirect City fringe benefits and central services costs.

II. AUTHORIZE the General Manager of CIFD, or designee, to prepare Controller instructions needed to implement actions approved by the Council and Mayor on matters presented in or

derived from this transmittal, and/or make necessary technical corrections, and further, request that the Controller implement the instructions.

BACKGROUND

CIFD, in partnership with the Los Angeles County Department of Consumer and Business Affairs Office of Immigrant Affairs (DCBA-OIA), was awarded the LIIG. DCBA-OIA serves as the lead agency, and CIFD is the subrecipient. Through the MOU between the County and the City, CIFD provides immigrant integration and inclusion services to eligible immigrants to bolster efforts to help immigrants and their families thrive, increase community trust, and enhance the organizational capacity of the City and County of Los Angeles to support its immigrant communities.

DISCUSSION

Given the current political climate, it is more critical than ever to ensure that all Angelenos are informed of their legal rights regarding their immigration status. In response, CIFD is expanding its efforts by launching a citywide, community outreach initiative titled the *Know Your Rights* campaign.

This campaign is a collaborative effort to promote awareness of the legal rights and available resources that support Los Angeles' diverse communities. It emphasizes that all individuals, regardless of immigration status, are afforded certain protections under the U.S. Constitution.

Currently, CIFD, in partnership with the Civil + Human Rights and Equity Department (LA Civil Rights) and the Los Angeles Public Library, is building on the City's *LA is For Everyone* initiative. Together, these organizations are working to collect, develop, and amplify accessible information about the rights and resources available to all Angelenos, regardless of immigration status or language proficiency.

To date, the *Know Your Rights* campaign has produced and supported a range of materials and initiatives to reach diverse communities across Los Angeles. Key accomplishments include:

- **Red Cards Translation and Distribution:** CIFD led the design and translation of "Red Cards" coordinating with professional vendors and collaborating with the Los Angeles Public Library and community reviewers to ensure cultural and linguistic accuracy. These cards, which inform individuals of their rights during encounters with immigration enforcement, are now available in over 29 languages. They have been widely disseminated to nonprofit partners, Council District offices, and City departments.
- **"Know Your Rights for Nonprofits" Presentation:** In partnership with Public Counsel, CIFD coordinated a training session for community-based organizations (CBOs), including the FamilySource System, the Survivor Services System, WorkSource Centers, YouthSource Centers, and others. The purpose of the training was to equip nonprofits and small businesses with essential information on their rights and responsibilities during an immigration encounter. It provided participants with the knowledge and tools to navigate immigration encounters confidently and lawfully. This includes understanding their rights when interacting with immigration agents, the importance of having a written policy, key considerations for policy development, and how to guide staff if immigration agents arrive in person.

- **Staff Training Presentations:** CIFD delivered a *Know Your Rights* presentation to over 200 staff members at a Department of Recreation and Parks (RAP) staff meeting, helping to integrate rights-based awareness into frontline city services.
- **Interagency Collaboration:** CIFD actively participates in intergovernmental and cross-sector meetings related to immigrant services coordination, involving partners such as Los Angeles County, philanthropic organizations, the University of Southern California (USC), and the Los Angeles Unified School District (LAUSD).
- **Ongoing Resource Development and Review Support:**
 - Assisted the Youth Development Department (YDD) in reviewing and translating an *Undocumented Youth Resources* document.
 - Provided feedback to LA Civil Rights on the content and design of a *Know Your Rights* collateral.

Despite significant progress, a critical need remains to design and disseminate additional materials and resources for a citywide awareness campaign focused on informing immigrant communities of their rights. This campaign directly responds to policies introduced by the new federal administration, which have intensified concerns within immigrant communities, particularly regarding perceived or actual anti-immigration measures.

To address this ongoing need, CIFD requests authority to award a contract to Agency M Media (Council File No. 23-0568-S1) for communication services. CIFD completed a procurement process for communications firms and CBOs to provide outreach, advertising, and community engagement services from July 1, 2024, through December 31, 2025. Through this competitive procurement process, Agency M Media was selected as the contractor.

CIFD requests approval from the City Council and the Mayor to proceed with a new contract with Agency M Media LLC, based on the procurement conducted and approved in Council File No. 23-0568-S1 and Agency M Media's work under contract C-146248. The new contract with Agency M Media will enable CIFD to develop and implement expanded campaign efforts in a timely and efficient manner.

Under the proposed contract with Agency M Media LLC, the vendor will be responsible for executing a comprehensive outreach and engagement strategy to support the *Know Your Rights* campaign. The scope of work will include developing and producing outreach materials for advertising and social media efforts, such as:

- Design and produce a range of multilingual outreach materials, including a toolkit, flyers, posters, brochures, and other print and digital collateral.
- Develop targeted messaging tailored to the specific needs, concerns, and cultural contexts of immigrant communities across Los Angeles.
- Provide strategic recommendations for updates to the existing campaign website to ensure it aligns with the overall outreach goals and effectively communicates program information in an accessible, user-friendly manner.
- Utilize various advertising channels such as bus shelter ads, bus bench placements, and other community-based advertising methods to increase public visibility.

- Leverage popular social media platforms—Instagram, Facebook, and TikTok—to engage younger demographics and expand digital reach through targeted, culturally relevant content.

Additionally, CIFD requests approval to amend and extend the City-County Memorandum of Understanding for the GoBiz grant through June 30, 2026, in order to align with the State-County grant term.

FISCAL IMPACT STATEMENT

There is no impact on the General Fund. The GO-BIZ LIIG grant funds will cover all costs.



ABIGAIL R. MARQUEZ
General Manager

Attachment - County/City MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
AND
CITY OF LOS ANGELES
COMMUNITY INVESTMENT FOR FAMILIES DEPARTMENT
TO PROVIDE
LOCAL IMMIGRANT INTEGRATION AND INCLUSION GRANT
PROGRAM SERVICES
AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") to Memorandum Of Understanding ("MOU") is made and entered into this ____ day of _____ 2025, by and between the County of Los Angeles ("County"), through its Department of Consumer and Business Affairs' ("DCBA") Office of Immigrant Affairs ("OIA"), and the City of Los Angeles ("City"), acting by and through its Community Investment for Families Department ("CIFD"). City and County are hereafter individually, referred to as "Party," and collectively, as "Parties".

RECITALS

WHEREAS, on January 21, 2025, the Parties entered into a MOU to a facilitate the transfer of Local Immigrant Integration and Inclusion Grant ("LIIG") funding from the County to the City, to support the provision of LIIG Program services, including the development or expansion of immigrant integration efforts, increasing community trust, and enhancing the organizational capacity of local governments to support immigrant communities; and

WHEREAS, on May 23, 2025, the Governor's Office of Business and Economic Development through its International Affairs and Trade Unit ("IATU") and DCBA amended LIIG award agreement number LIIG-2023-04 ("Grant Agreement") to extend the performance period and agreement term; and

WHEREAS, the Parties desire to amend the MOU to extend the term and update Section V (CIFD Responsibilities); and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section IV, Amendments, of the MOU.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to amend the MOU as follows:

1. Section II, Term, of the MOU shall be revised to read as follows:

The term of this MOU shall continue through January 31, 2026, with an option to extend the MOU for up to two additional years in the event LIIIG funding is extended past the current funding period, unless sooner terminated, in whole or in part, under the conditions set forth in Section III (Termination) of this MOU. All required services and deliverables (“Service Period”) shall be completed by December 31, 2025. Funding associated with service delivery must be fully expended by December 31, 2025. Reporting and invoicing requirements associated with this MOU may continue through January 31, 2026.

2. Section V, CIFD Responsibilities, paragraphs C through E, of the MOU shall be revised to read as follows:

C. CIFD shall:

- i. By December 31, 2025, co-lead (plan, coordinate, or host) three (3) major events, during the LIIIG period, with DCBA-OIA, with a minimum attendance goal of 500 community members per event.
- ii. By December 31, 2025, coordinate a minimum of two (2) on-site and/or virtual service connect day events and/or service delivery (resource fair) events for a total of ten (10) events during the LIIIG period in the city of Los Angeles with the support of City Departments and Los Angeles County departments. These events shall be strategically located in parks, schools, and other venues that support and increase access for vulnerable immigrant groups and individuals.
- iii. By December 31, 2025, coordinate a minimum of two (2) in-person and/or virtual outreach activities for a total of ten (10) events during the LIIIG period, including informational sessions, meetings, community workshops, and tabling opportunities at resource events/health fairs/community events in the city of Los Angeles. These outreach and engagement activities shall bolster a connection to critical and relevant City and County programs and services.

D. Reporting Schedule: Collect and submit LIIIG social services navigation data for events and submit a report using the template provided. Reports will be due in ten (10) calendar days after service periods below:

FY 2024-2025 Service Period	Report Due
October 1, 2024 – December 31, 2025	January 10, 2025
January 1, 2025 – March 31, 2025	April 10, 2025
April 1, 2025 – June 30, 2025	July 10, 2025
July 1, 2025 – September 30, 2025	October 10, 2025

FY 2024-2025 Service Period	Report Due
October 1, 2025 – December 31, 2025	January 10, 2026

- E. Invoicing Requirement: Submit quarterly invoices to reimburse eligible expenses incurred during each month of the quarter. Invoices should include supporting documents such as copies of receipts, verification of expenses, and personnel costs. The Party shall adhere to the following invoice schedule:

FY 2024-2025 Service Period	Invoice Due
October 1, 2024 – December 31, 2025	January 10, 2025
January 1, 2025 – March 31, 2025	April 10, 2025
April 1, 2025 – June 30, 2025	July 10, 2025
July 1, 2025 – September 30, 2025	October 10, 2025
October 1, 2025 – December 31, 2025	January 10, 2026

3. Except as specifically provided for in this Amendment, all other terms and conditions of the MOU shall remain in full force and effect.

(signature page to follow)

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
AND
CITY OF LOS ANGELES
COMMUNITY INVESTMENT FOR FAMILIES DEPARTMENT
AMENDMENT NO. 1

IN WITNESS THEREOF, the Parties have caused this Amendment to the MOU to be executed between the City of Los Angeles, acting by and through its Community Investment for Families Department, and the County of Los Angeles, through its Department of Consumer and Business Affairs, or authorized designees, as duly signed on the day, month, and year of the last signature written below.

**LOS ANGELES COUNTY
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS**

By _____
RAFAEL CARBAJAL
DIRECTOR

Date _____

**CITY OF LOS ANGELES
COMMUNITY INVESTMENT FOR FAMILIES DEPARTMENT**

By _____
ABIGAL R. MARQUEZ
GENERAL MANAGER

Date _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

HYDEE FELDSTEIN SOTO
CITY ATTORNEY

By _____
Senior Deputy County Counsel

By _____
Deputy City Attorney

PROFESSIONAL SERVICES AGREEMENT

Contractor: Agency M Media LLC

Title: Know Your Rights Campaign

Said Agreement is Number _____ of City Contracts

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- Exhibit D Inventions, Patents, and Copyrights
- Exhibit E Fee Schedule

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
AGENCY M MEDIA LLC

THIS AGREEMENT (“Agreement” or “Contract”) is entered into between the City of Los Angeles (“City”), a municipal corporation, and Agency M Media LLC (“Contractor”), a California limited liability company, for the provision of services related to Know Your Rights Campaign.

W I T N E S S E T H

WHEREAS, the Community Investment for Families Department, (“CIFD”), has been designated by the City to provide for the proper planning, coordination, direction and management of the City's various community development activities; and

WHEREAS, CIFD cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the Know Your Rights Campaign that is the subject of this Agreement, has been established by the City as one of the above described programs, and has been funded in the CIFD budget, which has been approved by the Los Angeles City Council and the Mayor, pursuant to the City’s General Funds to provide support to CIFD in its efforts to spread awareness of its children’s savings account programs; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 21-1015-S7, approved by the City Council on XXXXXX XX, 2025 and concurred by the Mayor on XXXXXX XX, 2025) which authorizes the General Manager of the COMMUNITY INVESTMENT FOR FAMILIES DEPARTMENT to prepare and execute the Agreement.

WHEREAS, this Agreement is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

I. INTRODUCTION

§101. Parties To The Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Agency M Media LLC, a California limited liability company, having its principal office at P.O. Box 35659, Los Angeles, CA 90035.

§102. Representatives Of The Parties And Service Of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- A. The representative of the City shall be, unless otherwise stated in the Agreement:

Abigail R. Marquez, General Manager
Community Investment for Families Department
444 S Flower Street, 14th Floor
Los Angeles, CA 90071

With copies to:

Veronica McDonnell, Assistant General Manager
Community Investment for Families Department
444 S Flower Street, 14th Floor
Los Angeles, CA 90071

- B. The representative of the Contractor shall be:

Marcie Perez, Founder and Principal
Agency M Media LLC
P.O. Box 35659
Los Angeles, CA 90035
marcie@agencymmedia.com

§103. Service Of Notices

- A. The City's representative as stated above is the party authorized to provide written approvals by City to Contractor in reference to matters addressed in this Agreement.
- B. Formal notices, demands, and communications required by this Agreement to be given by either party shall be made in writing and may be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

- C. If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of the change in accordance with this section within five (5) days of the change.

§104. Conditions Precedent To The Execution

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit A.
- B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq.*
- C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §433, First Source Hiring Ordinance in accordance with §434, Local Business Preference Ordinance in accordance with §435, and Disclosure of Border Wall Contracting Ordinance in accordance with §445, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at www.rampla.org, prior to award of a City contract.
- D. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of the Executive Directive Number FY 12-0001.

§105. Contractor's Administrative And Personnel Documents

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents and their amendments, if any:

- A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.
- B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.
- C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.
- D. Board of Directors meeting minutes.

§106. Contractor's Duty To Notify City Of Changes

- A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.
- B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time Of Performance

- A. The term of this Agreement shall be from **September 1, 2025** to **December 31, 2025** and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.
 - 1. Ratification Clause. Due to time constraints and the need for Contractor (and Subcontractor) services to be provided, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor performed services in accordance with terms and conditions of this Agreement, it is hereby ratified.
- B. The City may, at its discretion, agree to extend the Term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202. Scope Of Work And Contractor Responsibility

The Contractor shall provide contractual services, which are supported by the work task schedule identified in this section and Exhibit C. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The detailed Scope of Work is attached hereto as Exhibit "C" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

III. COMPENSATION

§301. Contractor Compensation

A. Compensation

The City shall pay Contractor an amount not to exceed Eighty Five Thousand Dollars (\$85,000) for the complete and satisfactory performance of the Scope of Work (Exhibit C). These funds shall be allocated from City General Funds. Contractor's right to receive compensation is conditioned upon approval of the Fee Schedule by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.

- B. The Contractor shall submit monthly invoices to the Community Investment for Families Department. Each monthly invoice shall: a) be submitted on the Contractor's letterhead; b) include the name, hours, rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies; and e) be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Any and all direct expenses must be documented and will be paid only in conformance with City policy and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and shall warrant that any applicable discounts have been included in the costs to the City.
- F. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to the Contractor.

In any action arising out of this Contract, the Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

§403. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§404. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of Section 405 herein.

§405. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of Section 403.

§406. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event the Contractor's delay or failure to perform arises out of a Force Majeure Event, the Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§407. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§408. Suspension

At the City's sole discretion, the City may suspend any or all services provided under this Contract by providing the Contractor with written notice of suspension. Upon receipt of the

notice of suspension, the Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the City until the City gives written notice to recommence the services.

§409. Termination

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by providing the Contractor thirty days written notice. Upon receipt of the notice of termination, the Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The City shall pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Contractor to effect the termination. Thereafter, the Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights the City is entitled to, shall become the City property upon the date of the termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Section 406, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.
2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.
 - c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.
6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights

and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 409.A "Termination for Convenience."

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§410. Independent Contractor

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§411. Contractor's Personnel

Unless otherwise approved by the City, the Contractor shall use its own employees to perform the services described in this Agreement. The City has the right to review and approve any personnel who are assigned to work under this Agreement. Contractor shall remove personnel from performing work under this Agreement if requested to do so by the City.

Contractor shall not use Subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of Subcontractors, the Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's Subcontractors, and the City reserves the right to request replacement of Subcontractors. The City does not have any obligation to pay Contractor's Subcontractors, and nothing herein creates any privity of contract between the City and any Subcontractor.

§412. Assignment and Delegation

The Contractor may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§413. Permits

The Contractor and its directors, officers, partners, agents, employees, and Subcontractors shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the Contractor's performance of this Contract. The Contractor shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents that relate to the Contractor's performance of this Contract.

§414. Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by the Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

§415. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

§416. Retention of Records, Audit, and Reports

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized the City personnel or the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the Contractor may, upon the City's written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§417. Bonds

All bonds required by the City shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from to time.

§418. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not

limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Contractor 's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§419. Intellectual Property Indemnification

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Section 21) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§420. Intellectual Property Warranty

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§421. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. the Contractor hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property

rights worldwide in any Work Products originated and prepared under this Contract. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

The Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause the City irreparable harm. The City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the City from seeking or obtaining any other relief to which the City may be entitled.

For all Work Products delivered to the City that are not originated or prepared by the Contractor or its Subcontractors under this Contract, the Contractor shall secure a grant, at no cost to the City, for a non-exclusive perpetual license to use such Work Products for any the City purposes.

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by the Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

§422. Data Protection

- A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City’s satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City’s sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.
- B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

§423. Insurance

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit A hereto). The insurance must: (1) conform to the City’s requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

§424. Best Terms

Throughout the term of this Contract, the Contractor, shall offer the City the best terms, prices, and discounts that are offered to any of the Contractor’s customers for similar goods and services provided under this Contract.

§425. Warranty and Responsibility of Contractor

The Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Contractor's profession, doing the same or similar work under the same or similar circumstances.

§426. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference (https://bca.lacity.org/Uploads/ebo/EB_Ordinance.pdf).
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract (http://clkrep.lacity.org/onlinedocs/2015/15-0817_ORD_184292_6-27-16.pdf).

Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§427. Child Support Assignment Orders

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this

Contract must include an identical provision (http://clkrep.lacity.org/onlinedocs/1997/97-2162_ORD_172401_02-13-1999.pdf).

§428. Living Wage Ordinance

The Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The Contractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§429. Service Contractor Worker Retention Ordinance

The Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (http://clkrep.lacity.org/onlinedocs/1995/95-0654-S2_ORD_171004_05-18-1996.pdf).

§430. Access and Accommodations

The Contractor represents and certifies that:

- A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§431. Contractor Responsibility Ordinance

The Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

§432. Business Inclusion Program

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§433. Slavery Disclosure Ordinance

The Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/uploads/sdo/Slavery%20Disclosure%20Ordinance.pdf>).

§434. First Source Hiring Ordinance

The Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/Uploads/fsho/First%20Source%20Hiring%20Ordinance.pdf>).

§435. Local Business Preference Ordinance

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (https://bca.lacity.org/Uploads/contracting/LBP_Ordinance_181910.pdf).

§436. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

§437. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor’s principals, and the Contractor’s Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Contract is signed. Additionally, the Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“City”) officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

§438. Contractors’ Use of Criminal History for Consideration of Employment Applications

The Contractor shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision (<https://bca.lacity.org/Uploads/fciho/Fair%20Chance%20Initiative%20for%20Hiring%20Ordinance%20for%20City%20Contractors.pdf>).

§439. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall

have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§440. Compliance with Identity Theft Laws and Payment Card Data Security Standards

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§441. Compliance with California Public Resource Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the Contractor’s sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§442. Possessory Interest Tax

Rights granted to the Contractor by the City may create a possessory interest. The Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§443. Confidentiality

All documents, information and materials provided to the Contractor by the City or developed by the Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. The Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Contractor shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§444. Conflict Of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.
2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

- c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
3. Definitions:
- a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
 - b. The term "financial or other interest" includes, but is not limited to:
 - (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.
 - c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.
- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§445. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50 (<https://bca.lacity.org/Uploads/sdo/Border%20Wall%20Ordinance.pdf>).

§446. City's Additional Remedies

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§447. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§448. Work Not In Scope of Services

Contractor shall immediately notify CIFD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator

approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§449. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

§450. Zero Waste Ordinance

The Zero Waste City Facilities and Events on City Property Ordinance (Los Angeles Administrative Code, Section 10.53) became effective on January 23, 2023. City facilities, City-permitted events held on City property, food or beverage providers, and other retailers operating on City property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in City facilities and at events on City property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any Contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the contract by reference. Any subcontract entered into by the Contractor for work to be performed under the contract must include an identical provision.

§451. No Sharing of City Data with Immigration Agents

Contractor shall not provide, and shall prohibit its employees and subcontractors from providing, any City Data (as that term is defined in Section 422) to an Immigration Agent if such data can be used to determine or trace a person's Citizenship or Immigration Status, to the extent permitted by law. "Immigration Agent," "Citizenship," and "Immigration Status" shall have the meanings given to them in Section 19.190 of the Los Angeles Administrative Code.

V. ENTIRE AGREEMENT

§501. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§502. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§503. Number of Pages and Attachments

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes twenty-five (25) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

VI. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed on _____

HYDEE FELDSTEIN SOTO, City Attorney

For: THE CITY OF LOS ANGELES
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By _____
Assistant/Deputy City Attorney

ABIGAIL R. MARQUEZ
General Manager
Community Investment for Families
Department

Date _____

ATTEST:

By: _____
ROSA E. BENAVIDES
Assistant General Manager
Community Investment for Families
Department

PETTY F. SANTOS, Interim City Clerk

By: _____

Executed on _____

Date: _____

For: AGENCY M MEDIA LLC

By: _____
MARCIE PEREZ
Founder and Principal

City Tax Registration Certificate Number: 0003063828-0001-1
Internal Revenue Service ID Number: 88-3178111
Council File Number: 21-1015-S7;
Date of Approval: June XX, 2025 (Council); June XX, 2025(Mayor)
Said Agreement is Number C-XXXXXX of City Contracts

EXHIBIT A

CITY OF LOS ANGELES INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date: August 21, 2025

Contractor/Vendor Name: Agency M Media LLC

Agreement/Reference: Know Your Rights Campaign

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): No

Professional Liability (Errors and Omissions): Yes

Min. Limit: \$1000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other:

Property Insurance (to cover replacement cost of building - as determined by insurance company): No

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

EXHIBIT B

**CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION**

An employer subject to the Living Wage Ordinance shall post in a prominent place, in an area frequented by employees, a copy of the below notice to employees regarding the LWO prohibition against retaliation (available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf).) The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

AGREEMENT NUMBER: _____

AGENCY M MEDIA LLC
CONTRACTOR/BORROWER/AGENCY

Marcie Perez, Founder and Principal
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT C
SCOPE OF WORK

KNOW YOUR RIGHTS (KYR) CAMPAIGN

1. Messaging & Strategy Refresh
 - a. CIFD to provide vetted language by Legal for all materials/resources
 - b. Audit existing messaging for tone, clarity, and effectiveness; provide recommendations
 - c. Develop a KYR Messaging Guide and FAQ Partner Toolkit
2. Creative & Community Asset Development*
 - a. Update campaign visual identity to maintain consistency but expand flexibility
 - b. Create new marketing collateral including:
 - i. KYR poster, flyer, and KYR Red Cards
 - ii. KYR Brand Guidelines
 - iii. KYR-branded Zoom background for virtual events and webinars
 - iv. KYR-branded PowerPoint template for community outreach presentations
 - v. All marketing materials to include a QR code for analytics and reporting purposes

*Collateral will be English-language only. Editable Adobe InDesign templates will be provided to CIFD to support multilingual adaptation. Asset development does not include print production management + delivery.

3. Digital Marketing Resources
 - a. Develop a KYR social media toolkit for community partners
 - b. Develop a social media content calendar and KYR social media graphics
4. Outdoor Advertising (Budget Expense Allocation: \$35,000 bus ads; \$15,000 neighborhood)
 - a. Develop English and Spanish Bus bench and bus shelter ads
 - b. Develop English and Spanish neighborhood advertising collateral for placements across high-traffic, immigrant-dense neighborhoods. (CIFD to provide targeted zip codes) including neighborhood poster, tabletop display, and takeaway brochure
 - c. All ad materials to include a QR code for analytics and reporting purposes
5. Measurement & Reporting
 - a. Deliver post-campaign summary with recommendations
6. Project Management
 - a. Manage timelines, revisions, and stakeholder feedback to ensure on-time delivery
 - b. Attend meetings/progress briefings as needed
 - c. Provide progress updates as needed

EXHIBIT D
INVENTIONS, PATENTS, AND COPYRIGHTS

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy (“Policy”) embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 *et seq.* (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City’s discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).
2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants **(IF APPLICABLE)**

This Agreement is funded in part with federal “pass through” funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14.

However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

I. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its rights, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

J. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section G above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

K. Warranties

1. Contractor represents and warrants that:

- a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
 - b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
 - f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim,

Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

EXHIBIT E
FEE SCHEDULE

KNOW YOUR RIGHTS CAMPAIGN

	Activity	Fee
1	Messaging & Strategy, Creative & Community Asset Development, Digital Marketing	\$35,000
2	Outdoor Advertising - Bus Ads	\$35,000
3	Outdoor Advertising - Neighborhood Outreach	\$15,000
	TOTAL	\$85,000